

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

A.M. and M.S.M. individually and on behalf
of their minor daughter, S.S.M.

Plaintiffs,

v.

BELLINGHAM SCHOOL DISTRICT,

Defendant.

NO. 2:25-CV-00521 – BJR

**JOINT STATUS REPORT &
DISCOVERY PLAN**

Pursuant to FRCP 26(f), and this Court’s Order on Case Schedule (*Dkt. #4*), the Plaintiffs and the Defendant (collectively the “Parties”) hereby submit the following Joint Status Report and Discovery Plan.

1. Statement of Nature and Complexity of Case

Without any party making an admission and without waiver of any claims, rights, defenses, or arguments, the parties state that the general nature of this case is as follows. This case arises from an alleged violation of Title IX by the Bellingham School District in investigating a claim of sexual harassment and intimidation made by the Plaintiffs. Plaintiffs

JOINT STATUS REPORT &
DISCOVERY PLAN - 1
2:25-CV-00521

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1 allege a violation of Title IX, 20 U.S.C. § 1681 et seq. and negligence. The Defendant denies
2 liability and will assert various affirmative defenses.

3
4 **2. Deadline for Joining Additional Parties**

5 The deadline for joining additional parties should be 60 days following the filing of this
6 Joint Status Report.

7
8 **3. Magistrate**

9 The Parties do not consent to the Court assigning this action to a Magistrate Judge.

10 **4. Discovery Plan under Fed. R. Civ. Pro. 26(f)(3)**

11 **(A) Initial disclosures**

12 The Parties will timely complete initial disclosures per the case scheduling order.

13 **(B) Subjects, timing, and potential phasing of discovery.**

14 Discovery regarding both liability and damages will be needed. The Parties will work
15 cooperatively to obtain discovery and schedule depositions. The Parties do not believe that
16 discovery needs be conducted in phases and should be conducted within the parameters provided
17 by the Federal Rules of Civil Procedure.

18
19 **(C) Electronically stored information.**

20 The parties do not foresee issues with the preservation of or production of electronically
21 stored information, subject to any applicable objection or privilege. The Parties agree that
22 documents will generally be produced in PDF format. If a specific email is produced in PDF
23 format, and a party believes it needs to be produced in an alternate format, they may request such.
24
25
26

If the need to produce other categories of documents arises, the Parties agree to work cooperatively to minimize the time and expense related to production of e-discovery.

(D) Privilege issues.

The Parties will comply with applicable laws regarding any claims of privilege. At this time, the Parties do not anticipate any unusual privilege issues.

(E) Proposed limitations on discovery.

The parties do not propose any limitations beyond those set forth by Federal Rules of Civil Procedure and Local Civil Rules of this Court. If issues arise, the parties will attempt to resolve them cooperatively, and if necessary, will file the appropriate motions after meeting and conferring.

(F) The need for any discovery related orders.

At this time, the parties do not anticipate the need for any discovery related orders.

5. LCR 26(f)(1) Topics

(A) Possibility of a Prompt Resolution

The Parties will work cooperatively to obtain discovery and schedule depositions. At this time, the Parties do not have any other suggestions for prompt resolution of the case.

(B) Alternative dispute resolution

The Parties are willing to engage in alternative dispute resolution and plan to attend mediation prior to the initiation of formal discovery.

(C) Related Cases.

1 There are no related cases.

2 **(D) Managing Discovery**

3 See subsection 4(B) above. The parties will work cooperatively in exchanging discovery
4 and are open to informal exchanges of discovery where feasible. The Parties do not anticipate the
5 need for judicial management or conferences regarding discovery but will make such a request if
6 necessary.
7

8 **(E) Discovery Management**

9 See subsection 4(B) above. Discovery regarding liability and damages will be necessary.

10 **(F) Phasing of Motions**

11 The Parties do not believe that the phasing of motions is desired or needed.

12 **(G) Preservation of Discoverable Information**

13 The Parties do not foresee issues with the preservation or the production of information,
14 including electronically stored information, subject to any applicable objection or privilege.
15

16 **(H) Privilege and Inadvertent Production**

17 See 4D above. The Parties will comply with applicable laws regarding any claims of
18 privilege and inadvertent production. At this time, the Parties do not anticipate any unusual
19 privilege issues.

20 **(I) Model Protocol for Discovery of ESI**

21 The Parties do not foresee any issues in preserving and producing any electronically
22 stored information. The Parties do not adopt the Model Protocol for Discovery of ESI.
23

24 **(J) Alternatives to Model Protocol**

1 The Parties will preserve potentially discoverable ESI. The Parties will work
2 cooperatively to produce ESI in an accessible format, such as PDF format.

3 **6. Discovery Completion**

4 The Parties believe that discovery can be completed 120 days before trial, other than
5 expert discovery. Expert reports, other than rebuttal reports, should be completed and disclosed
6 90 days prior to trial, pursuant to Fed. R. Civ. Pro. 26(a)(2)(D)(i).
7

8 **7. Bifurcation of Trial**

9 The Parties do not foresee any need or basis to bifurcate the trial.

10 **8. Pretrial Statements and Order**

11 Pretrial Statements and the Pretrial Order should not be dispensed with.

12 **9. Suggestions for Shortening or Simplifying the Case**

13 As outlined above, the Parties will work cooperatively through discovery and motions
14 practice and have no further suggestions.
15

16 **10. The Date this Case will be Ready for Trial**

17 The Parties expect that this case will be ready for trial in June 2026.

18 **11. Jury or Non-Jury Trial**

19 Plaintiff demanded a Jury Trial.

20 **12. Number of Days for Trial**

21 The parties expect that 5 days will be needed for trial.

22 **13. Name and Contact Information for Trial Counsel**

23 Plaintiff: Lara Hruska
24 Whitney Hill
25 600 1st Ave, Ste. 330, PMB 96563
26

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206-607-8277
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Defendant: Bret S. Simmons
Shane P. Brady
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14. Dates Trial Counsel Are Unavailable

Plaintiff is not available on the following dates:

June 19, 2025

June 23 – July 11, 2025

July 31, 2025

October 6 – 17, 2025

November 11, 2025

November 27 – 28, 2025

December 22 – 26, 2025

February 9 – 17, 2026

March 30 – 7, 2025

Defense counsel is not available:

May 4 - 8, 2026

May 19 – May 26, 2026

June 1 - 16, 2026

15. Service of the Defendants

The Defendant has waived service.

16. Scheduling Conference

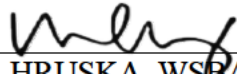
The Parties do not request a scheduling conference.

17. Corporate Fiing Statement

Not applicable.

DATED this 6th day of May, 2025.

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